



National Aeronautics and
Space Administration
Washington, DC 20546

Procurement Notice

PN 04-57
January 24, 2011

INFORMATION TECHNOLOGY (IT) SECURITY

PURPOSE: To revise the NASA FAR Supplement (NFS) at 1804.470-3, 1804.470-4, and 1852.204-76 to update requirements related to Information Technology Security, consistent with Federal policies for the security of unclassified information and information systems. These revisions more clearly define applicability, update procedural processes, eliminate the requirement for contractor personnel to meet the NASA System Security Certification Program, and provide a web site link within a contract clause to a library where contractors can find all underlying regulations and referenced documents.

BACKGROUND: Safety and security issues related to information technology are constantly arising and Federal and Agency policy in this area is evolving. This clause revision clarifies NASA's implementation of The Federal Information Security Management Act (FISMA) of 2002, Homeland Security Presidential Directive (HSPD) 12, Clinger-Cohen Act of 1996 (40 U.S.C. 1401 et seq.), OMB Circular A-130, Management of Federal Information Resources, and the National Institute of Standards and Technology (NIST) security requirements and standards. The revisions herein delete specific personnel qualification standards, and generally clarify the process by which NASA protects information and ensures that the Federal requirements are met.

ACQUISITIONS AFFECTED BY CHANGES: This requirement is applicable to all solicitations issued and contracts awarded on or after the effective date of this PN.

ACTION REQUIRED BY CONTRACTING OFFICERS: Contracting officers should use the revised clause for all solicitations issued and contracts awarded on or after the effective date of this PN, in accordance with the prescription at 1804.470-4. The revised clause is available in CMM and contract templates have been updated to include the revised clause.

Contracting Officers may modify existing contracts to include the revised clause on a case-by-case-basis in accordance with FAR 1.108, with consideration. Depending upon what requirements are currently in the contract, the new clause may either reduce or increase current requirements. If the new clause reduces the effort of the contractor and it is being included in an existing contract at the request of a contractor, then the change should be accompanied by consideration from the contractor. If the new clause imposes additional requirements on the contractor, or even if the requirement level remains unchanged, but implementation of the clause

change results in increased costs, and if NASA is the party seeking to add the new clause to an existing contract, then the contractor would be entitled to submit a claim. COs should carefully consider the implications for a particular contract, and obtain input from technical experts and legal counsel before modifying existing contracts.

The clause and prescription, while slightly modified during the various review and comment periods, have been in effect since Oct 21, 2009, under a class deviation, PIC 09-14.

CANCELLATION: PIC 09-14 is superseded by this PN.

CLAUSE CHANGES: 1852.204-76, Security Requirements for Unclassified Information Technology Resources.

PARTS AFFECTED: Parts 1804 and 1852.

REPLACEMENT PAGES: You may use the enclosed pages to replace 4:3, 4:4, 52:5, 52:6, 52:7, 52:8, 52:9 (pages 52:10 and 52:10.1 are removed), 52-115, and 52-116 of the NFS.

TYPE OF RULE AND PUBLICATION DATE: The PN was published as a final rule in the Federal Register (76 FR 4079 - 4081) on January 24, 2011.

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Carl C. Weber
Acting Director, Contract Management Division

Enclosures

DISTRIBUTION LIST:
PN List

1804.170 Contract effective date.

(a) **"Contract effective date"** means the date agreed upon by the parties for beginning the period of performance under the contract. In no case shall the effective date precede the date on which the contracting officer or designated higher approval authority signs the document.

(b) Costs incurred before the contract effective date are unallowable unless they qualify as precontract costs (see FAR 31.205-32) and the clause prescribed at 1831.205-70 is used.

1804.171 Contract Management Module.

The Contract Management Module (CMM) is NASA's comprehensive Agency tool that supports contract/grant writing and administration, workload management and data reporting. CMM and associated templates are mandatory for all procurement actions, except: (1) BPA call orders and purchase orders where purchase card is the paying mechanism, (2) training expenditures made using Standard Form 182, and (3) Emergency Acquisitions in accordance with FAR Part 18.

Subpart 1804.2--Contract Distribution**1804.202 Agency distribution requirements.**

In addition to the requirements in FAR 4.201, the contracting officer shall distribute one copy of each R&D contract, including the Statement of Work, to the NASA Center for AeroSpace Information (CASI), Attention: Acquisitions Collections Development Specialist, 7115 Standard Drive, Hanover, MD 21076-1320.

1804.203 Taxpayer identification information.

Instead of using the last page of the contract to provide the information listed in FAR 4.203, NASA installations may allow contracting officers to use a different distribution method, such as annotating the cover page of the payment office copy of the contract.

Subpart 1804.4--Safeguarding Classified Information Within Industry**1804.402 General.**

(b) NASA security policies and procedures are prescribed in NPD 1600.2, NASA Security Policy; NPR 1620.2, Physical Security Vulnerability Risk Assessments; NPR 2810.1 Security of Information Technology; and NPD 2810.1, NASA Information Security Policy.

1804.404-70 Contract clause.

The contracting officer shall insert the clause at 1852.204-75, Security Classification Requirements, in solicitations and contracts if work to be performed will require security clearances. This clause may be modified to add instructions for obtaining security clearances and access to security areas that are applicable to the particular acquisition and installation.

1804.470 Security requirements for unclassified information technology (IT) resources.**1804.470-1 Scope.**

This section implements NASA's acquisition requirements pertaining to Federal policies for the security of unclassified information and information systems. Federal policies include the

Federal Information System Management Act (FISMA) of 2002, Homeland Security Presidential Directive (HSPD) 12, Clinger-Cohen Act of 1996 (40 U.S.C. 1401 et seq.), OMB Circular A-130, Management of Federal Information Resources, and the National Institute of Standards and Technology (NIST) security requirements and standards. These requirements safeguard IT services provided to NASA such as the management, operation, maintenance, development, and administration of hardware, software, firmware, computer systems, networks, and telecommunications systems.

1804.470-2 Policy.

NASA IT security policies and procedures for unclassified information and IT are prescribed in NASA Policy Directive (NPD) 2810, Security of Information Technology; NASA Procedural Requirements (NPR) 2810, Security of Information Technology; and interim policy updates in the form of NASA Information Technology Requirements (NITR). IT services must be performed in accordance with these policies and procedures.

1804.470-3 IT security requirements.

(a) These IT security requirements cover all NASA awards in which IT plays a role in the provisioning of services or products (e.g., research and development, engineering, manufacturing, IT outsourcing, human resources, and finance) that support NASA in meeting its institutional and mission objectives. These requirements are applicable when a contractor or subcontractor must obtain physical or electronic access beyond that granted the general public to NASA's computer systems, networks, or IT infrastructure. These requirements are applicable when NASA information is generated, stored, processed, or exchanged with NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) The Applicable Documents List (ADL) should consist of all NASA Agency-level IT Security and Center IT Security Policies applicable to the contract. Documents listed in the ADL as well as applicable Federal IT Security Policies are available at the NASA IT Security Policy Web site at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>.

1804.470-4 Contract clause.

(a) Insert the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources, in all solicitations and awards when contract performance requires contractors to--

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(b) Parts of the clause and referenced ADL may be waived by the contracting officer if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(4) The NFS matrix may be reproduced by field installations for the purpose of supplementing it with installation-developed provisions and clauses.

1852.103 Identification of provisions and clauses.

(b) Provisions and clauses prescribed by a field installation to satisfy its needs shall be identified as stated in paragraphs (b)(i) and (ii) of this section. Articles, formats, and similar language shall be treated as provisions and clauses for purposes of this section 1852.103.

(i) A provision or clause shall be numbered using a prefix, a base, and a suffix. The prefix shall be an alphabetical abbreviation of the installation name (e.g., ARC, DFRC, GRC, GSFC, JSC, KSC, LARC, MSFC, SSC, or SSPO). The base shall be a numeric value beginning with "52.2," with the next two digits corresponding to the number of the FAR or NFS subject part to which the provision or clause relates. The suffix shall be a hyphen and sequential number assigned within each part. NASA installations shall use suffix numbers from -90 to -199. For example, the first Johnson Space Center (JSC) provision or clause relating to Part 36 of the FAR or NFS shall be JSC 52.236-90, the second JSC 52.236-91, and so forth. Provisions and clauses shall be dated in accordance with FAR 52.101(f).

(ii) Contracting officers shall identify provisions and clauses as in the following examples:

(A) *1.2 BID ENVELOPES (GSFC 52.214-90) (AUGUST 1987)* This example is applicable when identifying the title of provisions and clauses in solicitations and contracts using the uniform contract format (UCF). The first number ("1.2") designates the UCF section and the sequential clause within that section. "GSFC 52.214-90" specifies the clause number.

(B) *GSFC 52.214-90--Bid Envelopes (AUGUST 1987)* This example is applicable in all instances in which the provision or clause citation is not associated with the UCF number.

(c) Contracting officers shall not number provisions and clauses developed for individual acquisitions only. For example, "F.3 Delivery Procedures for Special Hardware" cites the third clause in Section F of a contract using the UCF, but has no clause number or date identified with it, indicating that the clause was developed for the particular contract it appears in.

1852.103-70 Identification of modified provisions and clauses.

When a FAR clause or provision is included in a solicitation or contract and the NFS prescribes a modification, the title line shall identify the modification as shown below. This format shall be used both for incorporation by reference and when using full text.

"52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)--as modified by NASA FAR Supplement 1832.908(a)"

1852.104 Procedures for modifying and completing provisions and clauses.

NFS provisions and clauses shall not be modified unless authorized by the NFS. When authorized, contracting officers must comply with the procedures in FAR 52.104.

Subpart 1852.2--Text of Provisions and Clauses

1852.203-70 Display of Inspector General Hotline Posters.

As prescribed in 1803.7001, insert the following clause:

**DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
(JUNE 2001)**

(a) The Contractor shall display prominently in common work areas within business segments performing work under this contract, Inspector General Hotline Posters available under paragraph (b) of this clause.

(b) Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC, 20546-0001, (202) 358-1220.

(End of clause)

1852.204-75 Security Classification Requirements.

As prescribed in 1804.404-70, insert the following clause:

**SECURITY CLASSIFICATION REQUIREMENTS
(SEPTEMBER 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of _____ [insert the applicable security clearance level]. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment ____ [Insert the attachment number of the DD Form 254].

(End of clause)

1852.204-76 Security Requirements for Unclassified Information Technology Resources.

As prescribed in 1804.470-4(a), insert the following clause:

**SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION
TECHNOLOGY RESOURCES
(JANUARY 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at:

<http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT

Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

1852.208-81 Restrictions on Printing and Duplicating.

As prescribed in 1808.870, insert the following clause:

RESTRICTIONS ON PRINTING AND DUPLICATING (NOVEMBER 2004)

(a) The Contractor may duplicate or copy any documentation required by this contract in accordance with the provisions of the Government Printing and Binding Regulations, No. 26, S. Pub 101-9, U.S. Government Printing Office, Washington, DC, 20402, published by the Joint Committee on Printing, U.S. Congress.

(b) The Contractor shall not perform, or procure from any commercial source, any printing in connection with the performance of work under this contract. The term "printing" includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes and equipment.

(c) The Contractor is authorized to duplicate or copy production units provided the requirement does not exceed 5,000 production units of any one page or 25,000 units in the aggregate of multiple pages. Such pages may not exceed a maximum image size of 10-3/4 by 14-1/4 inches. A "production unit" is one sheet, size 8-1/2 x 11 inches (215 x 280 mm), one side only, and one color ink.

(d) This clause does not preclude writing, editing, preparation of manuscript copy, or preparation of related illustrative material as a part of this contract, or administrative duplicating/copying (for example, necessary forms and instructional materials used by the Contractor to respond to the terms of the contract).

(e) Costs associated with printing, duplicating, or copying in excess of the limits in paragraph (c) of this clause are unallowable without prior written approval of the Contracting Officer. If the Contractor has reason to believe that any activity required in fulfillment of the contract will necessitate any printing or substantial duplicating or copying, it immediately shall provide written notice to the Contracting Officer and request approval prior to proceeding with the activity. Requests will be processed by the Contracting Officer in accordance with the provisions of the Government Printing and Binding Regulations, NFS 1808.802, and NPR 1490.5, NASA Procedural Requirements for Printing, Duplicating, and Copying Management.

(f) The Contractor shall include in each subcontract which may involve a requirement for any printing, duplicating, and copying in excess of the limits specified in paragraph (c) of this clause, a provision substantially the same as this clause, including this paragraph (f).

(End of clause)

1852.209-70 Product Removal from Qualified Products List.

As prescribed in 1809.206-71, insert the following clause:

PRODUCT REMOVAL FROM QUALIFIED PRODUCTS LIST (DECEMBER 1988)

If, during the performance of this contract, the product being furnished is removed from the Qualified Products List for any reason, the Government may terminate the contract for Default pursuant to the default clause of the contract.

(End of clause)

1852.209-71 Limitation of Future Contracting.

As prescribed in 1809.507-2, the contracting officer may insert a clause substantially as follows in solicitations and contracts, in compliance with FAR 9.507-2:

LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict is [describe the conflict].

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer

and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not

unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

1852.209-72 Composition of the Contractor.

As prescribed in 1809.670, insert the following clause:

COMPOSITION OF THE CONTRACTOR

(DECEMBER 1988)

If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract.

(End of clause)

1852.211-70 Packaging, Handling, and Transportation

As prescribed in 1811.404-70, insert the following clause:

PACKAGING, HANDLING, AND TRANSPORTATION

(SEPTEMBER 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

Key:			Principle Type and/or Purpose of Contract:		
Demolition, Improvements	Date =	Effective Date	FP SUP =	Fixed-Price Supply	DDR = Dismantling,
	P or C =	Provision or Clause;	FP SVC =	Fixed-Price Service	or Removal of
Acquisition Procedures		Text indicates subcontract flow-down (*)	FP R&D =	Fixed-Price Research and Development	A-E = Architect-Engineering
			FP CON =	Fixed-Price Construction	FAC = Facilities
	UCF =	Uniform Contract Format Section	CR SUP =	Cost-Reimbursement Supply	IND DEL = Indefinite Delivery
	Sub or Mod =	Text to be used "substantially as stated" (S), or	CR SVC =	Cost-Reimbursement Service	TRN = Transportation
			CR R&D =	Cost-Reimbursement Research and Development	SAP = Simplified
		specific modification allowed (M)	CR CON =	Cost-Reimbursement Construction	UTL SVC = Utility Service
	FI =	Contains Government Fill-In Spaces	T&M LH =	Time & Material/Labor Hour	

1 = \$2,500 or Less	5 = Over \$500,000
2 = Over \$2,500	6 = Over \$1,000,000
3 = Over \$25,000	7 = Over \$2,500,000
4 = Over \$100,000	8 = Over \$25,000,000

R = Required- - - - -
A = Required-When-Applicable- - - - -
O = Optional

Clauses subject to a dollar threshold
may be optional below that threshold

[illegible]

209-72 Composition of the Contractor	12/88	09.670	C	I			O	O	O	R	O	O	O	O	O	O	O	O	O	O	O	O
Provision or Clause 1852.	Date	Prescribed in 18	P or C	UCF	Sub or Mod	F I	Principle Type and/or Purpose of Contract:															
							FP SUP	FP SVC	FP R&D	FP CON	CR SUP	CR SVC	CR R&D	CR CON	T&M LH	DDR	A-E	FAC	IND DEL	TRN	SAP	UTL SVC
211-70 Packaging, Handling, and Transportation	09/05	11.404-70	C	D			A	A	A		A	A	A		A			A	A	A	A	
213-70 Offeror Representations and Certifications—Other Than Commercial Items	07-04	13.302-570	P			x															O	
Alternate I	03/04	13.302-570(a)(2)	P																		A	
Alternate II	03/04	13.302-570(a)(2)	P			x															A	
Alternate III	03/04	13.302-570(a)(2)	P			x															A	
213-71 Evaluation Other Than Commercial Items	06/02	13.302-570(b)	P		S	x															O	
214-70 Caution to Offerors Furnishing Descriptive Literature	12/88	14.201-670(a)	P	L			A	A		A								A				
214-71 Grouping for Aggregate Award	03/89	14.201-670(b)	P	M		x	A	A			A	A			A	A	A	A	A	A		A
214-72 Full Quantities	12/88	14.201-670(c)	P	M			A	A			A	A			A				A	A		A
215-77 Preproposal/Pre-Bid Conference	12/88	15.209-70(a)	P	L		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A		A
215-78 Make or Buy Program Requirements	02/98	15.408-70(a)	P	L	M		A	A	A		A	A	A		A				A			
215-79 Price Adjustment for "Make-or-Buy" Changes	12/88	15.408-70(b)	C	I		x	A	A	A		A	A	A		A				A			
215-81 Proposal Page Limitations	02/98	15.209-70(a)	P	L		x	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
215-84 Ombudsman	10/03	15.7003	C	I		x	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R
Alternate I	06/00	15.7003	C	I			A	A	A	A	A	A	A	A	A	A	A	R	A	A	A	
216-73 Estimated Cost and Cost Sharing	12/91	16.307-70(a)	C	B		x							A									
216-74 Estimated Cost and Fixed Fee	12/91	16.307-70(b)	C	B	S	x					O	O	O	O		O	O	O	O	O		O
216-75 Payment of Fixed Fee	12/88	16.307-70(c)	C	G	S						O	O	O	O		O	O	O	O	O		O
216-76 Award Fee for Service Contracts	06/00	16.406-70(a)	C	G		x						A				A	A	A	A	A		A

216-77 Award Fee for End Item Contracts	06/00	16.406-70(b)	C	G		x					A		A	A					A			
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